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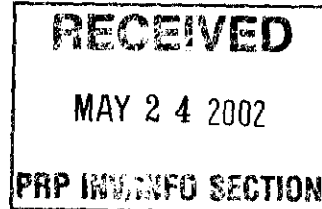
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May 23, 2002

VIA UPS NEXT DAY AIR

Ms. Carlyn Winter Prisk (3HS11)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029



**Re: Conoco Inc. Response to EPA's Request for Information dated 5/10/2002  
regarding the Lower Darby Creek Area Superfund Site in Delaware and  
Philadelphia Counties, Pennsylvania**

Dear Ms. Winter Prisk:

This letter and its attachments constitute the response of Conoco Inc. ("Conoco") to the U.S. Environmental Protection Agency's (EPA) Request for Information, dated May 10, 2002, regarding the Lower Darby Creek Area Superfund Site – Clearview Landfill, Folcroft Landfill and Folcroft Landfill Annex (the "Site").

Nothing contained herein shall be interpreted or construed as an admission or waiver of any claims, rights or defenses as Conoco Inc. reserves any and all claims, rights and defenses relating to the matters addressed herein including the right to amend or supplement this response. Should such information or records be located or identified pursuant to these efforts, Conoco Inc. will provide supplements to this response.

As a courtesy, should EPA, or its contractors, desire to contact present or past company employees regarding this matter, Conoco respectfully requests that you contact Stephen P. Chung, Conoco Counsel, at 281-293-6231.

Very truly yours,

  
William E. Rodgers  
Program Manager

cc w/o encl.: Catherine Abercrombie, Remediation Technology, Conoco  
Stephen P. Chung, Legal, Conoco  
Ellen P. Hebert, Legal, Conoco

Enclosure:

Exhibit 1: Partial copy of the May 11, 1973 Agreement of Purchase and Sale of Assets

**CONOCO INC. (CONOCO)**  
**RESPONSES TO EPA's 05/10/02 REQUEST FOR INFORMATION**  
regarding the  
**Lower Darby Creek Area Superfund Site**  
**Clearview Landfill, Folcroft Landfill, and Folcroft Landfill Annex**  
**Delaware and Philadelphia Counties**

These responses are not and should not be taken as an admission or waiver of any kind to the jurisdiction, statutory authority or regulatory authority of the United States Environmental Protection Agency (EPA) for this information request or any EPA remedial actions.

**QUESTIONS AND RESPONSES**

**Question:**

1. Please provide a complete copy of the sale agreement and any other documents associated with the 1973 sale of Bryton Chemical to Witco Corporation.

**Conoco Response:**

To the extent that Conoco has documents responsive to this request, a copy of the May 11, 1973 Agreement of Purchase and Sale of Assets of Bryton Chemical Company between Continental Oil Company and Witco Chemical Corporation with Exhibits A, B and J is attached as Exhibit 1.

**Question:**

2. Did Conoco Corporation retain the liabilities, including liabilities under CERCLA, associated with Bryton Chemical and/or its operations of the Trainer, Pennsylvania Plant? Please provide any relevant documents to support your response to this request.

**Conoco Response:**

Please refer to the May 11, 1973 Agreement of Purchase and Sale of Assets of Bryton Chemical Company between Continental Oil Company and Witco Chemical Corporation attached as Exhibit 1. The document speaks for itself.

**Question:**

3. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:
  - a. Your document retention policy;

- b. A description of how the records were/are destroyed (burned, archived, trashed, etc) and the approximate date of destruction;
- c. A description of the type of information that would have been contained in the documents; and
- d. The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

**Conoco Response:**

Since Conoco provided EPA with a copy of the documents requested, it is not required to respond to this request. However, Conoco's document retention policy is stated in Conoco's previous response to EPA's December 2001 information request that was submitted to EPA in February 2002.

## **EXHIBIT 1**

# T A B L E O F C O N T E N T S

## AGREEMENT OF PURCHASE AND SALE OF ASSETS

CONTINENTAL OIL COMPANY

-and-

WITCO CHEMICAL CORPORATION

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AGREEMENT OF PURCHASE AND SALE OF ASSETS

AGREEMENT made this 11th day of May, 1973 by and between CONTINENTAL OIL COMPANY, a Delaware corporation, having its principal office at High Ridge Road, Stamford, Connecticut 06904 ("Seller"), and WITCO CHEMICAL CORPORATION, a Delaware corporation, having its principal office at 277 Park Avenue, New York, New York, 10017 ("Purchaser").

W I T N E S S E T H :

WHEREAS, Seller represents that it owns the BRYTON CHEMICAL COMPANY Division and has developed considerable know-how in connection with products manufactured and sold by said Division; and

WHEREAS, Seller represents that it owns the Assets (as herein-after defined) of said Division, including but not limited to, know-how, patents, patent applications, trademarks, copyrights, shop rights, trade secrets, proprietary technical information, patents and patent applications in countries foreign to the United States, all of which are necessary to carry on the business of Seller's BRYTON CHEMICAL COMPANY Division as they have been conducted, and Seller represents that it has clear record title to and owns all right, title and interest in and to all of the above; and

WHEREAS, Purchaser desires to purchase the Assets of BRYTON CHEMICAL COMPANY Division and to acquire certain rights in and to the domestic and foreign patents, patent applications,

know-how, trade secrets, proprietary technical information, trademarks, shop rights, and all other rights or assets owned by Seller which are necessary to carry on Seller's Bryton Operations (as hereinafter defined) as they have been conducted;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

1. Purchase and Sale of Certain Assets.

A. Subject to the terms and conditions of this Agreement, Purchaser does hereby purchase from Seller, as of the date hereof, all of the assets of Seller used in its BRYTON CHEMICAL COMPANY Division business, that is, the manufacture of petroleum sulfonates for sale as fuel additives and lubricating oil additives, and the manufacture of chemicals known as Severe Atmospheric Corrosion Inhibitor ("SACI"). Such assets (the "Assets") being sold hereunder are located, unless otherwise specified, at Seller's facility, being the land and buildings situated in Trainer, Pennsylvania, described in Exhibit A, and con-

generally, but not inclusively, of the following:

(i) The real property, land and buildings described in Exhibit A;

(ii) The articles of personal property described in Exhibit B;

(iii) The inventory, consisting of raw materials, finished materials and materials in process, described in Exhibit C;

(iv) The patents, trademarks, licenses and rights therein, and other intangibles described in Exhibit D.

B. The business engaged in by Seller consisting of the manufacture and sale of the products described in Section 1A above, is below referred to as the "Bryton Operations".

C. Evidencing the sale, assignment and transfer of the Assets herein described, simultaneously herewith Seller is delivering to Purchaser duly executed instruments, in form for recording, including a Deed of the real property, Bills of Sale of the personal property (including inventory) and instruments of assignment of patents, trademarks, copyrights, licenses and related rights, as enumerated in Exhibits D and E.

2. Purchase Price for the Assets Other Than Inventory.

The agreed sole and full purchase price for all of Assets, other than inventory, is as follows:

A. The sum of \$2,038,200 by Purchaser's certified check to the Seller's order, paid simultaneously herewith.

B. The additional sum of \$2,000,000 plus interest thereon at the rate of six (6%) per annum, payable by Purchaser on or before November 15, 1973, subject however, to the following:

In the event that, at any time before said date of November 15, 1973 Purchaser, after reasonable efforts, is not conducting the Bryton Operations because Purchaser has had labor problems, including without limitation problems as to wages and working conditions, which render it unfeasible in Purchaser's business judgment to continue the Bryton Operations, then Purchaser may elect on not less than 10 days' prior written notice to Seller, given as provided in Section 11A below, to retain all of the real and personal property included in the Assets, other than intangible assets described in Exhibit D, and to return, retransfer and redeliver to Seller all of said intangible assets described in Exhibit D. Said retransfer and redelivery of said intangible assets by Purchaser to Seller shall be made on a date to be specified in said notice described in this Section 2 hereof, at Seller's office, 150 High Ridge Road, Stamford, Connecticut, at 2:00 P. M., and there shall be delivered by Purchaser to Seller at said time and place, instruments duly executed by Purchaser, in proper form, so as to restore to Seller all of the intangible assets described in Exhibit D, including, but not limited to, rights under licenses which had been

granted to Purchaser as part of the Assets, and all of the related know-how, shop rights and technology related thereto which had been received by Purchaser from Seller as part of the Assets. In the event of said reassignment and redelivery of said intangible assets by Purchaser to Seller, Purchaser agrees that it will not thereafter engage in the Bryton Operations, at any time, and that any use which Purchaser shall make of the facilities shall be solely in connection with engaging in business activities other than the Bryton Operations. Purchaser shall, however, after such reassignment and redelivery, have the right to sell any or all of the real or personal property constituting the Bryton facility to any party, for use for any purpose, whether or not similar to the Bryton Operations.

In the event of the retransfer and redelivery of the intangible assets by Purchaser to Seller as described in this Section 2B, then the sole purchase price due from Purchaser to Seller for all of the real and personal property included in the Assets other than inventory, shall be the sum of \$2,038,200 described in Section 2A.

In the event that there does not occur the retransfer and redelivery of the intangible assets described in this Section 2B on or before the time therein stated, then Purchaser shall pay to Seller said sum of \$2,000,000 (on or before November 15, 1973), together with interest thereon at the rate of six (6%) percent per annum from the date hereof to the date of payment.

Notwithstanding the previous provisions of this Section 2B to the contrary, it is agreed that in the event of the occurrence of the retransfer and redelivery of the intangible assets therein described, Purchaser shall have the right to use, or to sell, transfer or dispose of Purchaser's then inventory used in connection with the Bryton Operations, including raw materials, finished materials and materials in process, to Seller or to any other party, on such terms as Purchaser shall deem fit, and the proceeds of any such sales or transfers shall be exclusively Purchaser's, and that such sales, transfers or dispositions shall not be deemed engaging in the Bryton Operations within the prohibition above contained in this Section 2B hereof.

C. The parties mutually agree that the purchase price being paid for the Assets other than the inventory, pursuant to Section 2A and Section 2B (if any), shall be allocated as set forth in Exhibit F.

D. In the event that there does not occur the retransfer and redelivery of the intangible assets as described in Section 2B, then, in addition to Purchaser's other obligations hereunder, Purchaser shall be obligated to pay to Seller royalties, if due, as described in Section 6 below.

E. Until November 15, 1973, or payment of the sum due pursuant to Section 2B above, whichever is earlier, Purchaser shall assign, transfer, encumber or license any of the intangible assets described in Section 2B.

3. Method of Evaluating and Paying for Inventory.

A. The estimated fair market value on May 11, 1973, of inventories of raw materials, unfinished goods in process, finished goods, processing supplies and fuel ("Inventory") to be sold hereunder is \$700,000, which sum is being paid by Purchaser to Seller on the signing hereof. Seller and Purchaser shall jointly determine the fair market value thereof in the following manner:

(i) The actual unit value of the inventory shall be ascertained by representatives of Seller and Purchaser, as follows:

(a) finished goods, if any, will be valued at cost;

(b) goods in process will be valued at cost;

(c) raw materials (other than feedstocks), processing supplies and fuel will be valued at the average price paid by Seller for each material during the first quarter of 1973;

(d) feedstocks will be valued at the following prices:

SNB 6.155¢/lb.

H-380 14.655¢/lb.

LMR 8.155¢/lb.

A-390 14.655¢/lb.

(e) values will be adjusted to reflect any deficiency in meeting Seller's specifications. Inventories having such a deficiency will be valued at the appropriate value for on-specification product less the estimated plant cost of reprocessing.

(ii) At the time of such ascertainment, each tank or other unit will be assigned a figure representing its value in cents per pound or other convenient value measurement.

(iii) The volume of useable inventory will be measured and the unit values assigned pursuant to Section 3A(ii) will be applied to such volumes, thus determining total values.

B. Upon determination of the actual fair market value of the inventory in the manner above provided, the purchase price for same shall be adjusted upward or downward, as the case may be, by an amount equal to the difference between the value so determined and \$700,000; and appropriate payment will be made between the parties within ten (10) days thereafter.

4. Warranties and Representations of Seller.

In order to induce Purchaser to effect the instant transaction, Seller warrants and represents to Purchaser as follows, said warranties and representations to survive the instant Closing:

A. Good Standing and Authority of Seller.

Seller is a corporation duly organized and validly existing in good standing under the laws of Delaware, with full power and authority to own all of the Assets, and engage in business through the use thereof.

B. Execution, Delivery and Performance of Agreement; Authority.

Seller has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. All proceedings required to be taken by Seller to authorize the execution, delivery and performance of this Agreement, and the agreements and instruments relating hereto, have been properly taken, and this Agreement constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

C. Real Property.

The real property described in Exhibit A includes, without limitation, all of the land and buildings used and occupied by Seller in connection with its business operations conducted under the name of BRYTON CHEMICAL COMPANY. All said described land and buildings are owned by Seller in fee simple, and Seller has good and

marketable title thereto, free and clear of all mortgages, liens, leases, agreements, encumbrances, easements and rights of any kind, except as expressly set forth and described in Exhibit A. Seller will take and complete all steps necessary to remove and eliminate any such mortgages, liens, leases, agreements, encumbrances, easements and rights, not expressly set forth in Exhibit A, to the satisfaction of Purchaser's title company, promptly upon Purchaser's demand, at Seller's cost and expense. Seller warrants that said real property is subject to the current real estate taxes and assessments, and water and sewer rents, which the parties are adjusting as of this date, by separate check as soon as feasible hereafter.

Except for certain matters pertaining to The Occupational Safety and Health Act (OSHA), and environmental matters, the buildings and structures on the described real property, and all fixtures and improvements appurtenant thereto are in substantially good operating condition and repair, and conform to all applicable laws, ordinances, zoning requirements and regulations, and there exists no prohibition against the use of such buildings, structures or equipment for the purposes for which they have been employed by Seller. Except as set forth in Exhibit G, Seller has received no notice of violation which has not been corrected, as to OSHA matters, from any agency having jurisdiction.

D. Personal Property.

There are included in the Assets and in the instant transaction all of the personal property owned and used by Seller in connection with its Bryton Operations in Trainer and/or

chester, Pennsylvania, including, without limitation, all of the fixtures, tools and equipment used by Seller in said operation, and all of Seller's inventory in connection therewith. Seller owns all of the Assets, including such fixtures, tools and equipment and inventory, in each case free and clear of all mortgages, liens, encumbrances and claims of any nature except as expressly set forth in Exhibit B and Exhibit C. All such fixtures, tools and equipment are in substantially good operating condition and repair.

E. Inventory.

The inventory forming part of the Assets includes at least such quantities and mix of items as is reasonably likely to enable Purchaser to commence immediately to engage in the conduct of a business substantially similar in nature and sales volume to that formerly engaged in by Seller in its Bryton Operations. The use and/or the sale thereof is not prohibited by any laws or regulations of any agency having jurisdiction, and Seller is not aware of any such prohibition contemplated or threatened.

F. Contracts Disclosed.

Seller is a party to the written or oral contracts with customers and suppliers set forth in Exhibit H, in connection with Seller's Bryton Operations, and Seller has conducted its Bryton Operations pursuant to no material written or oral contract or agreement, except as set forth in Exhibit H. Contracts

shall be treated as set forth in Exhibit H.

G. Litigation.

Except as set forth in Exhibits I and J, there are no actions, suits, administrative or other proceedings or investigations pending or threatened to Seller's knowledge, involving Seller's Bryton Operations, and Seller does not know of or have reasonable grounds to know of any basis for any actions, suits, administrative or other proceedings or investigations of such nature, at law or in equity, or before or by any federal, state, municipal or other governmental, department, commission, board, bureau or agency.

H. Environmental Matters.

To the best of Seller's knowledge, Seller is in full compliance with all laws, regulations and requirements of all federal, state, municipal and local government agencies having jurisdiction, with regard to emissions of Seller's Bryton Operations, plants, business and properties into the air and waters and on to the land, and is not in violation in any respect with regard to environmental, ecological and pollution standards applicable to such Bryton Operations, and Seller knows of no existing or contemplated suits, litigations or claims by any governmental agency, or any party, asserting a claim of any such violation, all except as stated in Exhibit J.

I. Insurance.

Exhibit K correctly summarizes Seller's insurance coverage in connection with its Bryton Operations.

J. Business Records.

Seller has furnished to Purchaser certain data pertaining to products and yields in connection with Seller's Bryton Operations, as set forth in Exhibit L. The data in Exhibit L correctly sets forth Seller's experience. Seller has furnished to Purchaser (or will furnish same immediately on Purchaser's request) all data heretofore used by it and reasonably necessary to enable Purchaser to manufacture and sell all products dealt in by Seller referred to in Section 1 hereof.

K. Non-Violation of Law, etc.

The consummation of the transactions contemplated herein will not violate any provision of the Certificate of Incorporation or By-Laws of Seller, or any law or order, rule, regulation, writ, injunction or decree of any governmental instrumentality or court having jurisdiction over Seller, or result in any breach or violation of any agreement or instrument to which Seller or any

of the assets may be bound or affected.

L. Patents, Trademarks, etc.

(i) Seller, in its operations relating to BRYTON CHEMICAL COMPANY is not infringing and has not infringed any third party patents, trademarks, or trade secret rights, of which it has actual knowledge, nor has Seller received any notice of conflict with asserted rights of others, except as referred to in Exhibit D.

(ii) Seller agrees to defend or settle at its own expense any suit or legal proceeding or claim of infringement asserted against Purchaser, insofar as the same is based on a claim that operations relating to The Assets purchased hereunder, or any part thereof, constitute an infringement of any issued United States patent or trademark or trade secret of another, existing as of the effective date of this agreement provided Purchaser gives Seller prompt written notice of such claim and of the institution of such suit or proceeding and also gives Seller all necessary authority, information and reasonable assistance to enable Seller to settle or defend the same. Purchaser shall have the right to participate therein through Counsel of its choice, at Purchaser's expense. Seller shall not settle any such suit or claim of infringement without the express written consent of Purchaser if such settlement shall obligate Purchaser to pay any present or future sum of money.

(iii) In case The Assets, or any part thereof, is finally adjudicated to constitute an infringement or to violate the trade secret rights of another, and its use is enjoined, and/or monetary damages are awarded, or Seller settles said suit or claim then Seller agrees to pay all of Purchaser's damages as a result of such final adjudication or settlement, including Purchaser's

reasonable counsel fees in connection with the defense and/or settlement, as to all matters involved.

(iv) Seller's liability under the preceding subdivisions (i) thru (iii) of this Section 4L shall be as follows:

(a) With respect to operation by Purchaser within the paid-up royalty quantities set forth in Section 6 of this Agreement, Seller's total liability shall not exceed \$100,000.

(b) With respect to any operation by Purchaser in excess of the paid-up royalty quantities set forth in Section 6 of this Agreement, Seller shall pay any and all royalties, including damages based on past royalties.

(c) Seller's liability under preceding paragraphs (a) and (b) of this Section 4L(iv) shall be for a period commencing with the effective date of this agreement and expiring on November 15, 1988.

(d) The limitations set forth in paragraphs (a) thru (c) of this Section 4L(iv) shall not apply to any infringement or conflict matters of which Seller has actual knowledge as of May 11, 1973.

(e) The parties hereto agree to the liabilities set forth in paragraphs (a) and (b) of this Section 4L(iv) shall be separate and distinct from any royalty obligations under the Lubrizol license agreement referred to in Exhibit D, paragraph 2f.

(v) In addition to the foregoing indemnification provisions of this Section 4 L, Seller hereby agrees to continue to assume the liabilities of such patent indemnification provisions in product sales contracts, in accordance with the terms thereof and for a period coextensive with the durations thereof, as they existed on May 10, 1973, excluding renewal provisions therein.

(vi) Seller owns all patents, trademarks, trademark registrations, trademark rights, trade names, trade name rights, shop rights, trade secrets, proprietary technical information, copyrights and copyright registrations and applications and licenses therefor, and rights to use the same, necessary to carry on Seller's BRYTON CHEMICAL COMPANY'S business operations as they have been conducted, or used in the ordinary course of Seller's BRYTON CHEMICAL COMPANY'S business operations, and Seller has clear record title to and owns all right, title and interest in and to the same, free and clear of any mortgage lien or encumbrance, except as described in Exhibit D.

M. Operability

Seller warrants the commercial operability of all processes previously practiced commercially at its BRYTON CHEMICAL COMPANY operations which form a part of The Assets.

5. Know How.

In furtherance of the sale of know-how pursuant to Section 1B(iv) above, it is agreed as follows:

Seller agrees to furnish to Purchaser promptly following the execution hereof, assistance in obtaining the know-how and understanding of all aspects of the Bryton Operations, to the extent reasonably necessary to enable Purchaser to engage in the Bryton Operations. In giving such reasonable assistance to Purchaser, Seller shall make available to Purchaser from the period May 12, 1973 through May 19, 1973 (at no additional cost other than the purchase price hereunder) the personnel of Seller having charge of or being fully experienced in, the areas of know-how and expertise involved, referable to the complete production of Magnesium Sulfonate and Severe Atmospheric Corrosion Inhibitor ("SACI"), including production, manufacturing and scientific.

It is further agreed that in imparting to Purchaser Seller's know-how of production covered by the patents and patent rights included in Exhibit D other than Magnesium Sulfonate and SACI, reasonable consulting services of Seller's personnel shall be furnished to Purchaser (at no additional cost other than the purchase price hereunder), at any time within three years from the date hereof.

With regard to all services of Seller's personnel furnished to Purchaser, beyond those described above in this Section 5, it is agreed as follows:

Purchaser shall reimburse Seller for same when billed, at the rate of \$100.00 per man-day, plus the out-of-pocket expenses such as personnel attributable to the services performed for Purchaser, including expenses of travel, telephone, meals and lodging when working away from their regular residence, only.

It is further agreed that process engineering work that has been done by Seller on any capital projects heretofore scheduled by Seller (a list of which has been furnished by Seller to Purchaser) shall also be made available to Purchaser at no cost or charge other than the stated purchase price hereunder.

6. Royalties Referable to Purchaser's Sales

In addition to the other payments to be made by Purchaser to Seller, as hereinabove provided, Purchaser shall be obligated to pay sums (herein called "royalties"), if and to the extent the same are payable, pursuant to the contents of and schedule set forth in Exhibit M.

7. Seller's Past Activities

Seller shall pay all debts and obligations of its Bryton Operations formerly engaged in by Seller, and shall collect and retain all of the accounts receivable of Seller referable to its said business operations up to the date hereof.

It is not contemplated that Purchaser will receive or collect any of Seller's said accounts receivable, but to the extent that Purchaser may receive payment of any of same from Seller's former customers, Purchaser shall promptly remit to Seller the amount of any such collections by Purchaser of any of Seller's said former accounts receivable.

8. Agreement Not to Compete

Seller agrees that it will not directly or indirectly engage in the sale of SACI or magnesium sulfonate for 15 years, or the sale of calcium sulfonate, or barium sulfonate for 5 years from the date hereof, throughout the world. It is further agreed that to the extent that this provision hereof may at any time be construed by any court, arbitration tribunal or agency having jurisdiction as unreasonably excessive in terms of the stated time limitation or the absence of a geographical limitation, then this provision shall not be determined to be unlawful or unenforceable but shall be reduced in its scope with regard to said time limitation or geographical coverage, so as to be deemed reasonable in said respects, and as such shall be binding and shall be enforced to such reasonable extent. The parties recognize that the time periods set forth above are reasonable to enable Purchaser to receive the benefits of this transaction. This Section 8 shall terminate in the event of the exercise by Purchaser of its retransfer and redelivery option set forth in Section 2B above.

9. Warranties and Representations of Purchaser.

Purchaser represents and warrants to Seller as follows, said warranties and representations to survive the instant closing:

A. Good Standing of Purchaser.

Purchaser is a corporation duly organized and existing under the laws of Delaware, with full power and authority to carry on its business as now being conducted.

B. Execution, Delivery and Performance of Agreement; Authority.

Purchaser has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby. All proceedings required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement, and the agreements and instruments relating hereto, have been properly taken, and this Agreement constitutes the valid and binding obligation of Purchaser, enforceable in accordance with its terms.

C. Non-Violation of Law, etc.

The consummation of the transactions contemplated herein will not violate any provision of the Certificate of Incorporation or By-Laws of Purchaser or any law or order, rule or regulation, writ, injunction or decree of any governmental instrumentality or court having jurisdiction over Purchaser, or result in any breach or violation of any agreement or instrument to which Purchaser may be bound.

10. Opinions of Counsel.

A. Purchaser's Counsel.

Simultaneously herewith Seller is receiving the favorable opinion of Purchaser's Counsel concerning the matters described in Section 9 above (subdivision C being to the best of Counsel's knowledge and belief).

B. Seller's Counsel.

Simultaneously herewith Purchaser is receiving the favorable opinion of Seller's Counsel concerning the matters described in Section 4, subdivisions A and B; and subdivisions C, D, G, H, I, K and L (in each case being to the best of said Counsel's knowledge and belief).

11. General.

A. Notices.

Any notice, request, instruction or other document to be given hereunder by either party to the other, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid,

If to the Purchaser, addressed to:

WITCO CHEMICAL CORPORATION  
277 Park Avenue  
New York, N. Y. 10017  
Attention: The Secretary

with a copy by ordinary mail to:

Messrs. BACHNER, TALLY & MANTELL  
850 Third Avenue  
New York, N. Y. 10022

If to the Seller, addressed to:

CONTINENTAL OIL COMPANY  
High Ridge Park  
Stamford, Connecticut 06904  
Attention: The Secretary

with a copy by ordinary mail to:

DANIEL ASHLEY JENKS, Counsel for  
Continental Oil Company  
High Ridge Park  
Stamford, Conn. 06904

Either party may change its said address by notice to the other party at any time by registered or certified mail.

B. Survival of Certain of Seller's Warranties and Representations.

The warranties and representations of Seller contained in Section 4, subdivisions C, D, E, F, I and J hereof shall not survive after the expiration of one (1) year following the date hereof, except to the extent that any breach or violation thereof shall have come to the attention of Purchaser, and written notice of the nature thereof shall have been given by Purchaser to Seller, within said one-year period.

C. Entire Agreement.

This Agreement and the agreements and documents herein referred to constitute the entire agreement between the parties referable to the subject matter hereof, and representations, inducements, agreements, promises or understandings altering, modifying, taking from or adding to its terms or conditions shall not have any force and effect unless the same are in writing and validly executed by the parties hereto.

D. Further Action.

Each of the parties hereto agree to do all things and execute all instruments and documents necessary to effectuate the terms of this Agreement.

E. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Purchaser's rights and obligations may not be assigned prior to the earlier of November 16, 1973 or payment of the amount due pursuant to Section 2B.

F. Brokerage.

Each party represents to the other that it has dealt with no finder or broker in connection with the subject matter of this Agreement.

G. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

H. Transfer Taxes.

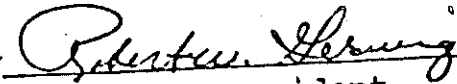
Any and all sales taxes and transfer taxes due in connection with the transfers of the assets shall be paid by Seller in the first instance, and Purchaser shall reimburse Seller to the extent of 50% thereof, on demand.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

WITCO CHEMICAL CORPORATION

By  President

CONTINENTAL OIL COMPANY

By  Vice President

to the project. The two main findings

- i) Our current stack gas flow rates and  $\text{SO}_2$  emission rates.
- ii) Our process and how it relates to these emissions.
- iii) Our proposed methods of recovery which result in a 69% reduction in  $\text{SO}_2$  emissions with the remaining  $\text{SO}_2$  being within the 500 ppm  $\text{SO}_2$  criterion based on current stack gas rates. Our current stack gas rates include air dilution. This dilution is not increased in the proposed plan. The discussion will also show why dilution is an integral part of our emission reduction proposal and why it is necessary to meet the 500 ppm criterion in our specialty chemical plant.
- iv) Status of proposed projects and projected completion dates.

EXHIBIT "A"

	SO <sub>2</sub> recovery from sulfonators	Continuous degassing with SO <sub>2</sub> recovery
Preliminary Process Design	Complete	Complete
Location planning	1 month	1 month
Selection of materials of construction	1 month	1 month
Final process design	2 months	3 months
Financing arrangements and authorization	3 months	3 months
Mechanical design, piping drawings, and Equipment delivery	6 months	8 months
Construction	8 months	10 months
Startup and debugging	1 month	2 months

On this schedule we would hope that the two projects will be operational before the end of the 36 month variance period. However in order to insure the proper and careful implementation of the projects and to anticipate any unforeseen problems we have requested that the variances be granted for a 36 month period.

EXHIBIT "B"

# PROBLEM 11.10

## PROBLEM 11.10

1. The feed gas is  $SO_2$  and air.

2. The pressure of  $SO_2$  at  $-19^\circ F = 6$  psia.

3. The system pressure = 26 psia.

Index	Index	Index	Index	Index	Index
100	100	100	100	100	100
100	0	0	100	100	1,000
95	5	1.5	95.5	98.5	81.5
90	10	3.0	87.0	94.7	73.7
85	15	4.5	80.5	91.7	63.7
80	20	6.0	74.0	88.5	53.5
75	25	7.5	67.5	85.0	43.0
70	30	9.0	61.0	81.2	33.2
65	35	10.5	54.5	77.3	23.3
60	40	12.0	48.0	73.0	13.0
55	45	13.5	41.5	68.3	2.3
50	50	15.0	35.0	63.0	0.0
45	55	16.5	28.5	57.3	0.0
40	60	18.0	22.0	51.0	0.0
35	65	19.5	15.5	44.2	0.0

### Calculation

1. The feed gas is  $SO_2$  and air.

2. The pressure of  $SO_2$  at  $-19^\circ F = 6$  psia.

3. The system pressure = 26 psia.

$$SO_2/\text{noncondensable mole ratio in effluent} = \frac{6}{26-6} = \frac{6}{20} = 0.30$$

The acid is sulfonated continuously with sulfur in the sulfonator. Liquid effluent from the sulfonator consisting of sulfonic acid and sulfuric acid is quenched and allowed to settle in settlers. The "heavy" sulfonic acid falls out as a bottom phase and the sulfuric acid which is the top phase is used for further processing.  $\text{SO}_2$  is an undesirable by-product of the sulfonation reaction. A large portion of it is evolved in the sulfonators. The rest is dissolved in the liquid effluent and goes to the settlers. Further evolution of  $\text{SO}_2$  takes place in the settlers due to release of some of the dissolved  $\text{SO}_2$  together with additional  $\text{SO}_2$  formed due to the sulfuric acid being in contact with spent acid. Any residual  $\text{SO}_2$  that remains dissolved in the sulfuric acid after settling is evolved during the rest of the processing. This processing includes a degassing step to remove dissolved  $\text{SO}_2$  by blowing inert gas through a tank containing sulfuric acid.

### III. PROPOSED RECOVERY SYSTEM

#### (a) Recovery Process

The main  $\text{SO}_2$  streams from the plant are concentrated enough as such or can be rendered so by process modification so that substantial recovery can be effected by condensation. Recovery of  $\text{SO}_2$  by condensation we feel is the preferred approach for our streams because the recovered  $\text{SO}_2$  can be sent back to our claus supplier for use. It, therefore, enables "recycle" whereas several absorption processes such as those of the "Throwaway" type transfer the problem from air pollution to water or land pollution. We intend to cool these streams to low temperatures so as to liquefy the  $\text{SO}_2$  and recover it in liquid form. The table (next page) shows the recovery that can be attained and the concentration of the effluent if a mixture of  $\text{SO}_2$  and non-condensables is cooled to  $-19^\circ\text{F}$  at 26 psia. It has been assumed that the  $\text{SO}_2$  - noncondensable gas mixture is ideal in the vapor phase.

the 1930's. From the early 11.4 billion in 1929, it rose to 13.4 billion in 1939, although only a small portion of the increase was due to the addition of new production. The effect of concentration on the economy is the subject of a book by the author, "The Effect of Concentration on the Economy," published in 1939. The book is a study of the effect of concentration on the economy, and it is a study of the effect of concentration on the economy. The book is a study of the effect of concentration on the economy, and it is a study of the effect of concentration on the economy. The book is a study of the effect of concentration on the economy, and it is a study of the effect of concentration on the economy.

The intensity of the environment, the relative 80% recovery rate, and the fact that period people would be working, participation of people about 80% recovery rate, or to make this point, however, the same does result in an efficient time in concentrated in 80% recovery rate, a period with regard to the 50% recovery rate, the existing rate of recovery is continued.

33045 100000

We are contemplating my recovery for the following:

- 1)  $\text{SO}_2$  evolved from the sulfators
- 2)  $\text{SO}_2$  evolved during degassing. We are also planning to degas right after settling so that  $\text{SO}_2$  that is currently evolved from tanks such as the filtered and unfiltered cold storage tanks will be drastically reduced.

1. 50% from subcontractors

$\text{SO}_2$  is evolved from the sulfonators due to an undesirable side reaction. Concentration of this stream is roughly 30 mole percent with most of the dilution due to leakage of air into the system. We plan to do the following:

- (i) Operate the sulfonators at a lower temperature by providing additional cooling. Research data indicate that lower temperatures inhibit the side reaction and will result in decreased generation of SO<sub>2</sub>.

(ii) Reduce the amount of off-gas of  $\text{SO}_2$  off-gas that is coming. 70% better than predicted together with separating the sulfonates of a small positive pressure air to help us realize this goal.

(iii) Cool the off-gas to  $-190^\circ$  to condense the  $\text{SO}_2$ .

If we could eliminate the off-gas we could get 100% recovery. We have learned in our design that the stream can be concentrated to the  $\text{SO}_2$  by reduction of existing solution. No credit has been taken for decreased  $\text{CO}_2$  due to lower operating temperatures in the  $\text{SO}_2$  recovery design.

## 2. Continuous degassing with $\text{SO}_2$ Recovery

As outlined earlier, the current process used for degassing involves blowing inert gas through a tank containing sulfonic acids so as to remove dissolved  $\text{SO}_2$ . The effluent  $\text{SO}_2$  stream is dilute so that high recoveries cannot be effected by refrigeration. We plan to do the following:

- (i) Change from batch degassing to continuous degassing - this will average the  $\text{SO}_2$  rate and eliminate "peaks" characteristic of batch processes.
- (ii) Use a distillation technique to degas the acid. This will concentrate the  $\text{SO}_2$  stream and make high recoveries possible.
- (iii) Refrigerate the off gas from the continuous degassing unit so as to condense and recover the  $\text{SO}_2$ .
- (iv) Degas right after settling so that  $\text{SO}_2$  evolution from units downstream of settling is drastically reduced.

(c) Projected  $\text{SO}_2$  emission rates after schemes outlined are implemented

Projects: 1)  $\text{SO}_2$  recovery from sulfonators.

2) Continuous degassing with  $\text{SO}_2$  recovery

	lb/hr
(1) Acid vent system	10
(2) Settling and spent acid tanks	233
(3) Neutral vent system	7
(4) SO <sub>2</sub> from sulfonators	44
(5) Filtered and unfiltered acid tanks	25
(6) Olcum *	--
Total	319 **

\* Short duration load. Does not occur at same time as peak load from settlers.

\*\* This new rate therefore represents a 69% reduction in our SO<sub>2</sub> emissions.

#### IV. STATUS OF PROPOSED PROJECTS AND PROJECTED COMPLETION DATES

Preliminary process designs for both projects viz "continuous degassing" and "SO<sub>2</sub> recovery from sulfonators" have been received. We are currently evaluating materials of construction to be used.

A schedule indicating estimated completion dates for the within projects is set forth in Exhibit "B" attached hereto and made a part hereof.

Petitioner avers that the above plan is in full compliance with the letter and spirit of the law and in no way constitutes an attempt at circumvention.

EXHIBIT J

ENVIRONMENTAL MATTERS

CONTINENTAL OIL COMPANY, a Delaware Corporation, has filed a Petition for temporary variances with the Department of Environmental Resources in the Commonwealth of Pennsylvania, a copy of which is attached hereto and made a part hereof. To the best information, knowledge and belief of the Company, these are the only currently outstanding environmental matters in the Commonwealth of Pennsylvania or elsewhere relating to the Bryton Operations.

The Petition has been forwarded to Harrisburg, with a recommendation from the Regional Office of the Department of Environmental Resources in Norristown, Pennsylvania. However, it appears that the advertisement of said Petition in the Pennsylvania Bulletin has not yet occurred, and accordingly, the required Public Hearings thereon have also not yet been held.

DEPARTMENT OF ENVIRONMENTAL RESOURCES

IN RE: CONTINENTAL OIL COMPANY  
3300 West Fourth Street  
Chester, Pennsylvania 19013

PETITION FOR TEMPORARY VARIANCES UNDER TITLE 25  
RULES AND REGULATIONS; PART I DEPARTMENT OF  
ENVIRONMENTAL RESOURCES; SUBPART C PROTECTION  
OF NATURAL RESOURCES; ARTICLE III AIR RESOURCES;  
CHAPTER 141 SECTION 141.2 ET. SEQ.

1. Petitioner is Continental Oil Company, a Delaware Corporation, by its Trainer, Pennsylvania, Plant Manager, Kenneth R. Lyon. Petitioner's principal place of business in the Commonwealth is located at 3300 West Fourth Street, Chester, Pennsylvania 19013. Petitioner's telephone number is 494-3561.

2. Continental Oil Company is engaged in the manufacture of petroleum sulfonates used primarily as oil additives. The type and location of operations giving rise to the emissions for which temporary variances are sought is the production and subsequent processing of an intermediate required for the manufacture of the sulfonates at 3300 West Fourth Street, Chester, Pennsylvania 19013.

3. Temporary variances from Sections 123.21 (Sulfur Compound Emissions), 121.9 (Circumvention) and 123.31(b) (Odor Emissions) are sought in this petition.

4. A complete description of Petitioner's processes creating current emissions together with a comprehensive plan to achieve full compliance with Sections 123.21 and 121.9 is attached.

timetable for the completion of the various parts of the compliance project has been attached hereto as Exhibit "B" and is made a part hereof.

5. Conferences and dialogues have been taking place between Petitioner and the Department of Environmental Resources for a considerable period of time. Throughout these discussions petitioner has evidenced a sincere desire to arrive at an acceptable plan of compliance. The plan, as set forth in Exhibits "A" and "B" was developed by the Research and Engineering Staff of Petitioner. Best estimates by Petitioner place the cost of the project in the range of Five Hundred Thousand Dollars (\$500,000.00).

6. Processing plans and designs have been preliminarily drafted. Petitioner is anxious to receive approval of this project as soon as possible so that construction might begin and full compliance be achieved before the expiration of the entire thirty-six (36) month variance period.

7. Petitioner's financial success in recent years has been very marginal. However, Petitioner is prepared to make the required extraordinarily large capital expenditure in order to comply through its proposed plan as soon as said variances are granted.

8. The plan submitted results in full compliance with the off-gas requirement of less than 500 parts per million and also results in a 69% reduction in SO<sub>2</sub> emissions. However, Petitioner

...ers that it will continue to study new techniques and technology that could result in further reductions.

9. Petitioner requests the full thirty-six (36) temporary variance period in order to insure that compliance with the regulations as outlined herein may be properly and carefully achieved. Additionally, because of Petitioner's financial situation the distribution of an extraordinary capital expenditure over a thirty-six (36) month period would be less burdensome. However, Petitioner will do its best to complete the compliance project as soon as possible after the approval of the temporary variance under Sections 123.21 and 121.9.

10. Petitioner has already drastically reduced odor emissions from its plant by tying odor emissions sources into a common vent system equipped with a refrigerated condenser. Petitioner requests a thirty-six (36) month variance period under Section 123.31(b) in order that Petitioner's engineers might have an opportunity to investigate further reductions of the problem and propose various methods of achieving compliance. Upon receipt of this report and analysis a copy will be forwarded to the Department of Environmental Resources. However, prior to receipt of said report and analysis Petitioner will undertake to investigate methods of changing operating techniques with a view toward gradually reducing the present odor emissions. Periodic progress reports on these changes will be submitted to the Department of Environmental Resources.

WHEREFORE, Petitioner respectfully requests the Department

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE:


KENNETH E. LYON, being duly sworn according to law, deposes

and says that he is the Plant Manager of Continental Oil Company, Trainer Plant,

and as such is authorized to make this Affidavit for it and in its behalf; and that

the facts contained in the foregoing petition are true and correct to the best of

his knowledge, information and belief.

  
KENNETH E. LYON

Sworn to and subscribed

before me this      day

of      A.D. 1972.